

U.S. Department of Justice  
 Washington, DC 20530

**Exhibit A to Registration Statement  
 Pursuant to the Foreign Agents Registration Act of  
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Southfive Strategies, LLC	2. Registration Number 6737
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3. Primary Address of Registrant  
 2021 L Street, NW, Suite 101-295, Washington, DC 20036

4. Name of Foreign Principal Marsha Lazareva	5. Address of Foreign Principal c/o The Port Fund, Walkers Corporate Ltd., 27 Hospital Road George Town, Grand Cayman, CJ KY1-9008
6. Country/Region Represented RUSSIA	

7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country<sup>1</sup>
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
  - Partnership
  - Corporation
  - Association
  - Committee
  - Voluntary group
  - Other (*specify*) \_\_\_\_\_
- Individual-State nationality RUSSIA

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of engagement

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Individual businessperson and Chief Executive Officer of KGL Investment, an investment company.

b) Is this foreign principal:

- |   |   |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>10/07/2019</u>	<u>Jason Epstein</u>	<u>/s/Jason Epstein</u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>

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Washington, DC 20530

**Registration Statement**

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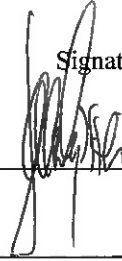
Date

Printed Name

Signature

7 OCT 19

JASON EPSTEIN



U.S. Department of Justice  
Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

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1. Name of Registrant Southfive Strategies, LLC	2. Registration Number 6737
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3. Name of Foreign Principal Marsha Lazareva
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Check Appropriate Box:

- 4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
- 7. What is the date of the contract or agreement with the foreign principal?      08/01/2019
- 8. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
  
Media relations and public relations consulting and support, through strategies and execution of those strategies (through subcontract with Tricuro, LLC).

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To advocate for clearing Marsha Lazareva of all charges made against her by the Kuwaiti government, through public relations and media relations campaigns.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes  No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation or dissemination of informational materials.

To advocate for clearing Marsha Lazareva of all charges made against her by the Kuwaiti government, through public relations and media relations campaigns.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal did the registrant engage in any activities, including political activities, for or render any services to this foreign principal?

Yes  No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> this foreign principal, did the registrant receive from the foreign principal any contribution, income, money, or thing of value either as compensation on, or for disbursement, or otherwise?

Yes  No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> this foreign principal, did the registrant spend or disburse any money in furtherance of or in connection with its activities on behalf of the foreign principal?

Yes  No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	To Whom	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/07/2019	Jason Epstein	/s/Jason Epstein
_____	_____	_____
_____	_____	_____
_____	_____	_____



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Washington, DC 20530

### Registration Statement

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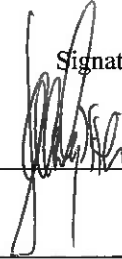
Date

Printed Name

Signature

7 OCT 19

JASON EPSTEIN



## AGREEMENT

This agreement for consulting services (the "Agreement") is made and entered into on this 1<sup>st</sup> day of August 2019, serves to confirm that Tricuro, LLC, a corporation formed under the laws of Maryland, with an office in Washington, DC (the "Company"), has engaged Southfive Strategies, LLC, a corporation formed under the laws of the District of Columbia (the "Contractor"), to provide consulting services to the Company principally in connection with the Company's representation of Marsha Lazareva (the "Client"), relating to media relations support.

The Company and the Contractor hereby agree to the following terms:

1. Term. This Agreement shall last thirty (30) days, commencing on 1 August 2019, and terminating on 31 August 2019. It may be renewed for additional and successive periods upon the explicit written agreement of both parties. This Agreement may, during its term, be terminated with or without cause at any time by either party after five (5) days written notice to the other party.

2. Services. The Contractor shall provide consulting services, as required for the Company, principally with the Company's representation of the Client, relating to media relations support. The Company, the Contractor, and the Client shall jointly determine the full nature and extent of those services. The Contractor shall not pursue any strategy or agenda without the express consent of the Company and Client.

3. Fees. The Contractor shall receive as compensation for its services a monthly fee of \$17,000.00 for the services described herein, plus reimbursement of pre-approved expenses, such as business-class travel. This monthly fee shall be payable within 30 (thirty) days of the Company receiving payment of its monthly fee from the Client.

Any such expenses by the Contractor would be remitted by the Company to the Client for payment.

4. Refund for Early Termination. In the event that this Agreement is terminated prior to the end of its term, any retainer fees paid to the Contractor by the Company that exceed the pro-rata share of fees apportioned on a daily basis, up to and including the date five (5) days after notice of termination has been provided as described herein, shall be refunded by the Contractor to the Company.

5. Report. The Contractor will provide the Company with a status report concerning the services delivered during the contract term within five business days of the end of the agreement upon request.

6. Privileged Information. Subject to the requirements of US law (including Title 22, Chapter 11, of the United States Code pertaining to the Foreign Agents Registration Act of 1938, as amended), the Contractor, understanding the sensitive nature of the services to be provided under

this Agreement, will make every effort to protect and keep secret all privileged communications and other confidential information developed by the Contractor or provided to the Contractor by the Company or the Client during the course of the Contractor's provision of services described herein. The Contractor shall neither make nor keep more copies than necessary of materials relating to its services for the Company and the Client. The Contractor also agrees to keep files relating to its services for the Company and the Client in a secure manner.

7. Subcontractors. The Contractor may employ at its discretion subcontractors to assist in providing the services described herein. The Contractor shall engage such subcontractors, subject to the approval of the Company, which approval shall not be unreasonably withheld. Copies of all subcontractor agreements shall be provided to the Company. The Contractor shall be responsible for all payments due to such subcontractors for their services.

8. Legal Compliance. The Contractor and any subcontractor of the Contractor shall separately and individually comply with all applicable US laws and regulations. In particular, it shall comply with Title 22, Chapter 11, of the United States Code pertaining to the Foreign Agents Registration Act of 1938, as amended.

9. Conflicts. The Company understands that the Contractor provides services to other entities that are engaged in international business, trade, and similar activities. Notwithstanding anything to the contrary within this Agreement, the Contractor, in the exercise of its sole discretion, may represent any commercial entity in doing business with the Company. However, the Contractor shall notify the Company of any potential conflicts of interest between its representation of the Company and any other party and any possible remedial measures that can be taken to remove the conflict(s). Once notified, the Company shall in its sole discretion, determine whether a material conflict exists and whether remedial measures proposed are sufficient.

10. Representations and Warranties.

a. The Company hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Company and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Company, will constitute a legal, valid, and binding agreement of the Company enforceable against the Company in accordance with its terms.

b. The Contractor hereby represents and warrants that the undersigned has the full power and authority to enter into this Agreement on behalf of the Contractor and to carry out the obligations contemplated herein. This Agreement, when executed by the undersigned on behalf of the Contractor, will constitute a legal, valid, and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.

c. The Contractor hereby represents and warrants that it is an independent contractor and not an employee of the Company. As such, it has no authority to bind the Company in any manner whatsoever, absent the express written consent of the Company.

11. Governing Law. The parties agree that this Agreement shall be governed by the laws of the District of Columbia, without reference to the principles of conflicts of laws thereof. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the courts of the District of Columbia (or if there is federal jurisdiction, the United States District Court for the District of Columbia) and the parties consent to the personal jurisdiction and exclusive jurisdiction and venue of these courts.

12. Indemnity. The Contractor shall be solely responsible for the acts of its employees and/or agents and shall defend and hold the Company harmless from and indemnify it for any claims that arise from such acts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first written above, in two (2) original copies in the English language.

FOR SOUTHFIVE STRATEGIES, LLC:



By: Jason Epstein  
President

FOR TRICURO, LLC:



By: David Sowell  
Principal